

In re:
Ardena Y Starks
Debtor

Case No. 20-13580-elf
Chapter 13

CERTIFICATE OF NOTICE

District/off: 0313-2
Date Rcvd: Mar 19, 2021

User: admin
Form ID: pdf900

Page 1 of 2
Total Noticed: 5

The following symbols are used throughout this certificate:

Symbol	Definition
+	Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Mar 21, 2021:

Recip ID	Recipient Name and Address
db	+ Ardena Y Starks, 7300 Passyunk Avenue, Philadelphia, PA 19142-1544

TOTAL: 1

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI). Electronic transmission is in Eastern Standard Time.

Recip ID	Notice Type: Email Address	Date/Time	Recipient Name and Address
smg	Email/Text: megan.harper@phila.gov	Mar 20 2021 03:58:00	City of Philadelphia, City of Philadelphia Law Dept., Tax Unit/Bankruptcy Dept, 1515 Arch Street 15th Floor, Philadelphia, PA 19102-1595
smg	Email/Text: RVSVCBICNOTICE1@state.pa.us	Mar 20 2021 03:58:00	Pennsylvania Department of Revenue, Bankruptcy Division, P.O. Box 280946, Harrisburg, PA 17128-0946
smg	+ Email/Text: usapae.bankruptcynotices@usdoj.gov	Mar 20 2021 03:58:00	U.S. Attorney Office, c/o Virginia Powel, Esq., Room 1250, 615 Chestnut Street, Philadelphia, PA 19106-4404
cr	+ Email/Text: blegal@phfa.org	Mar 20 2021 03:58:00	Pennsylvania Housing Finance Agency, 211 North Front Street, Harrisburg, PA 17101-1406

TOTAL: 4

BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

NONE

NOTICE CERTIFICATION

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Mar 21, 2021

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on March 19, 2021 at the address(es) listed below:

District/off: 0313-2

User: admin

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Date Rcvd: Mar 19, 2021

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Total Noticed: 5

Name	Email Address
BRAD J. SADEK	on behalf of Debtor Ardena Y Starks brad@sadeklaw.com bradsadek@gmail.com;sadek.bradj.r101013@notify.bestcase.com
LEON P. HALLER	on behalf of Creditor Pennsylvania Housing Finance Agency lhaller@pkh.com dmaurer@pkh.com;mgutshall@pkh.com
REBECCA ANN SOLARZ	on behalf of Creditor Pennsylvania Housing Finance Agency bkgroup@kmlawgroup.com
SARAH ELISABETH BARNGROVER	on behalf of Creditor PNC BANK NATIONAL ASSOCIATION amps@manleydeas.com
United States Trustee	USTPRegion03.PH.ECF@usdoj.gov
WILLIAM C. MILLER, Esq.	on behalf of Trustee WILLIAM C. MILLER Esq. ecfemails@ph13trustee.com, philaecf@gmail.com
WILLIAM C. MILLER, Esq.	ecfemails@ph13trustee.com philaecf@gmail.com

TOTAL: 7

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

Ardena Y. Starks	<u>Debtor</u>	CHAPTER 13
PENNSYLVANIA HOUSING FINANCE AGENCY	<u>Movant</u>	NO. 20-13580 ELF
vs.		
Ardena Y. Starks	<u>Debtor</u>	11 U.S.C. Section 362
William C. Miller, Esquire	<u>Trustee</u>	

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by the Movant on the Debtor's residence is **\$3,708.00** which breaks down as follows;

Post-Petition Payments:	October 2020 to March 2021 at \$618.00/month
Total Post-Petition Arrears	\$3,708.00

2. The Debtor shall cure said arrearages in the following manner:

a) Within seven (7) days of the filing of this Stipulation, Debtor shall file an Amended Chapter 13 Plan to include the post-petition arrears of **\$3,708.00** along with the pre-petition arrears in the amount of **\$6,392.55** for a total of **\$10,100.55**.

b) Movant shall file a Proof of Claim to include the post-petition arrears of **\$3,708.00** along with the pre-petition arrears in the amount of **\$6,392.55** for a total of **\$10,100.55**.

c) Debtor agrees to Movant filing this Proof of Claim after the bar date.

3. Beginning with the payment due March 1, 2021 and continuing thereafter, Debtor shall pay to Movant the present regular monthly mortgage payment of \$618.00 (or as adjusted pursuant to the terms of the mortgage) on or before the first (1st) day of each month (with late charges being assessed after the 15th of the month).

4. Should Debtor provide sufficient proof of payments made, but not credited (front & back copies of cancelled checks and/or money orders), Movant shall adjust the account accordingly.


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5. In the event the payments under Section 3 above are not tendered pursuant to the terms of this stipulation, Movant shall notify Debtor and Debtor's attorney of the default in writing and the Debtor may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor should fail to cure the default within fifteen (15) days, Movant may file a Certification of Default with the Court and the Court shall enter an Order granting Movant immediate relief from the automatic stay and waiving the stay provided by Bankruptcy Rule 4001(a)(3).
6. If the case is converted to Chapter 7, Movant shall file a Certification of Default with the Court and the Court shall enter an order granting Movant relief from the automatic stay.
7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.
8. The provisions of this stipulation do not constitute a waiver by Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.
9. The parties agree that a facsimile signature shall be considered an original signature.

Date: March 8, 2021

By: /s/ Rebecca A. Solarz, Esquire
Attorney for Movant

Date: 3/16/21


Brad J. Sadek, Esquire
Attorney for Debtor

**No objection to its
terms, without
prejudice to any of our
rights and remedies*


Date: March 17, 2021

/s/ LeRoy W. Etheridge, Esquire, for*
William C. Miller, Esquire
Chapter 13 Trustee

ORDER

Approved by the Court this ____ day of _____, 2021. However, the court retains discretion regarding entry of any further order.

Date: 3/19/21



Bankruptcy Judge
Eric L. Frank